

THIRTY EIGHTH
SUPPLEMENTAL AGREEMENT
between
NETWORK RAIL INFRASTRUCTURE LIMITED
and
TRANSPORT FOR WALES RAIL LTD

relating to Schedule 5 of the Track Access Contract

THIS TWENTY NINTH SUPPLEMENTAL AGREEMENT

is dated 6th December 2024 and made between:

- (1) **NETWORK RAIL INFRASTRUCTURE LIMITED** (“**Network Rail**”), a company registered in England under number 04402220 having its registered office at Waterloo General Office, London, United Kingdom, SE1 8SW, and
- (2) **TRANSPORT FOR WALES RAIL LTD** (the “**Train Operator**”), a company registered in England and Wales under number 12619906, whose registered office is at 3 Llys Cadwyn, Pontypridd, CF37 4TH

Whereas:

- A. The parties entered into a Track Access Contract (Passenger Services) dated 6th August 2020 pursuant to Section 18 (7) of the Act as amended by various supplemental agreements in a form approved pursuant to Section 22 of the Act (which track access contract as subsequently amended is hereafter referred to as the “**Contract**”);
- B. The Contract was novated from Keolis Amey Operations/Gweithrediadau Keolis Amey Limited to the Train Operator pursuant to a Deed of Novation dated 7 February 2021.
- C. The parties now propose to enter into this Supplemental Agreement in order to make changes within Schedule 5.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Supplemental Agreement:

- 1.1 Words and expressions defined in and rules of interpretation set out in the Contract shall have the same meaning and effect when used in this Supplemental Agreement except where the context requires otherwise; and
- 1.2 **Effective Date** shall mean the date upon which the Office of Rail and Road issues its approval pursuant to Section 22 of the Act of the terms of this Supplemental Agreement.

2. EFFECTIVE DATE AND DURATION

- 2.1 The amendments made to the Contract shall have effect from the Effective Date and shall cease to have effect on the expiry or earlier termination of the Contract.

3. AMENDMENTS TO THE CONTRACT

- 3.1 In Schedule 5 Table 2.2, the entries for Service Group HL05 shall be deleted and replaced with the entries as shown in Appendix 1 to this Supplemental Agreement

4. EFFECT OF THIS SUPPLEMENTAL AGREEMENT ON THE CONTRACT

The parties agree that the Contract, as amended by this Supplemental Agreement, shall remain in full force and effect in accordance with its terms and with effect from and including the Effective Date and during the period in which the amendments made by this Supplemental Agreement are to have effect all references in the Contract to the “contract”, “herein”, “hereof”, “hereunder” and other similar expressions shall, unless the context requires otherwise, be read and construed as a reference to the Contract as amended by this Supplemental Agreement.

5. LAW

This Supplemental Agreement shall be governed by, construed and given effect to in all respects in accordance with the law in England and Wales.

6. COUNTERPARTS

This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

7. THIRD PARTY RIGHTS

No person who is not a party to this Supplemental Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Agreement.

IN WITNESS WHEREOF Network Rail and the Train Operator have, by their duly authorised representatives, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED BY)
)
for and on behalf of)
)
NETWORK RAIL) Nick Millington
INFRASTRUCTURE LIMITED) 05/12/24

SIGNED BY)
)
for and on behalf of)
)
TRANSPORT FOR WALES)
RAIL LTD)

Appendix 1 - Table 2.2:

These access rights shall expire on the Subsidiary Change Date in May 2025 (SCD).

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Service group: HL05						Passenger Train Slots							
Service Description: Valley Lines and Cardiff Local Services						Total Weekday	Peak Times		Off-peak times	Total Saturday	Saturday		Sunday
From	To	Via	Description	TSC	Timing Load		Morning Peak	Evening Peak			Peak	Off-peak	
Cardiff East Boundary	Penarth	Grange town	5.1.6	25443000 / 25448000	150	Mon - Thu 1	0	0	Mon - Thu 1	0	0	0	0
Penarth	Cardiff East Boundary	Grange town	5.1.10	25443000 / 25445000	150	Mon - Thu 4	0	0	Mon - Thu 4	0	0	0	0
Barry Island	Cardiff East Boundary	Cogan	5.2.11	25442000 / 25448000	150	0	0	0	0	0	0	0	2
Cardiff East Boundary	Barry Island	Cogan	5.2.16	25442000 / 25448000	150	0	0	0	0	0	0	0	2
Cardiff Central	Cardiff East Boundary	-	5.2.17	25448000	150	Mon - Thu 5	0	0	Mon - Thu 5	0	0	0	0
Cardiff East Boundary	Cardiff Central	-	5.2.18	25448000	150	Mon - Thu 5	0	0	Mon - Thu 5	0	0	0	0

These access rights shall expire on the Subsidiary Change Date in May 2025 (SCD).

